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OF COUNSEL
URBAN A. LESTER

July 12, 2001

RECORDATION NO. 23554 FILED

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

JUL 12 '01 11:19 AM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a TILC Bill of Sale, dated as of July 12, 2001, a primary document as defined in the Board's Rules for the Recordation of Documents.

The name and address of the party to the enclosed document are:

Seller: Trinity Industries Leasing
Company
2525 Stemmons Freeway
Dallas, Texas 75207

[Buyer: Trinity Rail Leasing I L.P.]

A description of the railroad equipment covered by the enclosed document is:

Five hundred and ninety-seven (597) railcars (and the leases related thereto) bearing PGTX, TILX and TIMX reporting marks and road numbers in Exhibit A attached to the Memorandum.

Mr. Vernon A. Williams
July 12, 2001
Page Two

A short summary of the document to appear in the index is:

TILC Bill of Sale.

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Ed M Luria".

Edward M. Luria

RWA/anm
Enclosures

RECORDATION NO. 23554 FILED

CERTIFICATION

JUL 12 '01 11-19 AM

SURFACE TRANSPORTATION BOARD

I, Edward M. Luria, attorney licensed to practice in the Commonwealth of Pennsylvania, the District of Columbia and the State of Delaware, do hereby certify under penalty of perjury that I have compared the attached copy of a TILC Bill of Sale with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: July 11, 2001

Edward M. Luria
Edward M. Luria

TILC BILL OF SALE

TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation ("TILC" or, used herein, the "Seller"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by TRINITY RAIL LEASING I L.P., a Texas limited partnership (the "Limited Partnership"), under the Transfer and Assignment Agreement (the "Transfer and Assignment Agreement"), dated as of July 12, 2001, by and between the Seller and the Limited Partnership, at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Limited Partnership and its successors and assigns all right, title, and interest of the Seller, in and to the items of railroad rolling stock, together with any and all accessions, additions, improvements, appurtenances, accessories, parts and other equipment or property incorporated on, installed on or attached to such items (collectively, the "Equipment") set forth on Schedule 1 hereto which have been delivered by the Seller pursuant to the Transfer and Assignment Agreement and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Equipment by the manufacturer thereof.

To have and to hold all and singular the rights to the Equipment to the Limited Partnership and its successors and assigns for their own use and behalf forever.

And the Seller hereby warrants to the Limited Partnership and its successors and assigns that, at the time of delivery of the Equipment, the Seller has legal and beneficial title thereto and good and lawful right to sell the Equipment, and the Equipment is free and clear of all Liens (other than Permitted Liens of the type described in clause (ii) of Section 3.6(h) of the Participation Agreement with respect to the Existing Equipment Subleases, and in clauses (iii), (iv) and (v) of the definition thereof); provided, however, that the Seller covenants that it will defend forever such title to the Equipment against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of the Equipment by the Seller hereunder. Notwithstanding the provisions above and its and the Limited Partnership's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Limited Partnership all right, title and interest of the Seller in the Equipment, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Limited Partnership a security interest in the Equipment. Such

grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Transfer and Assignment Agreement provide that this Bill of Sale is other than a grant, bargain, sale, transfer, assignment and set over to the Limited Partnership of all right, title and interest of the Seller in the Equipment.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Participation Agreement (TRLI 2001-1B), dated as of May 17, 2001 by and among (i) the Limited Partnership, (ii) Trinity Rail Management, Inc., a Delaware corporation, (iii) TILC, (iv) TRLI 2001-1B Railcar Statutory Trust, a Connecticut statutory trust, by State Street Bank and Trust Company of Connecticut, National Association, a national banking association, as trustee, (v) Trimaran Leasing, L.P., a Delaware limited partnership and (vi) LaSalle Bank National Association, a national banking association, not in its individual capacity except as expressly provided therein but solely as pass through trustee and indenture trustee.

This Bill of Sale shall be governed by the laws of the State of New York.

* * *

TILC Bill of Sale

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed
in its name, by a duly authorized officer on the 12th day of July, 2001.

TRINITY INDUSTRIES LEASING COMPANY

By: 

Name: Eric Marchetto

Title: Vice President

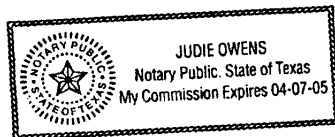
STATE OF TEXAS)

)SS:

COUNTY OF Dallas)

I, Judie Owens, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Eric Marchetto personally known to me to be the Vice President of TRINITY INDUSTRIES LEASING COMPANY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as said Vice President, as his free and voluntary act and as the free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 12th day of July, 2001.



Judie Owens
Notary Public
Printed
Name: Judie Owens
My Commission expires on:
04-07-05

[SEAL]

Schedule 1

TILC Bill of Sale

Equipment

Car Marks	Number of Units
TILX 260968-260970, 260972-260974, 260987- 260989, 260994-260995, 260997-261035	50
TILX 201036-201065	30
TILX 21011-21020	10
TILX 260895-260924	30
TILX 301725-301759	35
PGTX 400274-400285	12
PGTX 400250-400273	24
PGTX 420007-420015	9
PGTX 420001-420006	6
TILX 260975-260986	12
TILX 56001-56040	40
TILX 135620-135819	200
TIMX 201058-201066	9
TILX 320002, 320005-320007, 320009, 320013, 320015-320016, 320019, 320030, 320032, 320035- 320039, 320041, 320043, 320048-320051, 320053- 320054, 320060	25
TILX 301540-301614	75
TILX 301795-301797, 301799-301807, 301809- 301811, 301813-301819, 301821-301828	30
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